

**Memorandum of Agreement  
Between the  
The Department of the Army  
And  
The Texas Historical Commission  
For the Disposition of  
Tharp Army Reserve Center, Amarillo,  
And  
Watts/Guillot Army Reserve Center, Texarkana,  
Texas**

December 5, 2013

**WHEREAS**, the United States Army (Army) has closed Tharp Army Reserve Center (Tharp) located at 2801 Duniven Cir, Amarillo TX, and Watts-Guillot Army Reserve Center (Watts-Guillot) located at 2800 W 15th St, Texarkana TX, and plans to dispose of these facilities through transfer out of federal control (the Undertaking); and

**WHEREAS**, the Army plans to carry out the Undertaking pursuant to the Defense Authorization Amendments and Base Closure and Realignment Act (Pub. L. 100-526, 10 U.S.C. § 2687 note), and the National Defense Authorization Act for Fiscal Year 1991 (Pub. L. 101-510, 10 U.S.C. § 2687 note) in a manner consistent with the requirements of the 2005 Defense Base Closure and Realignment Commission recommendation, thereby making the Undertaking an action subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f et seq., and its implementing regulations, 36 CFR Part 800; and

**WHEREAS**, both installations are significant for their associations with events of post World War II US Army Reserve Center expansion and its Modernist architectural design and construction values; and

**WHEREAS**, the Army has determined that disposal of these facilities is an Undertaking that will have an adverse effect upon historic properties that have been determined eligible for listing on the National Register of Historic Places (National Register), and has consulted with the Texas Historical Commission as the Texas State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR Part 800; and

**WHEREAS**, the Area of Potential Effect consist of the entire installation boundaries as shown in Attachment A; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), the Army notified the ACHP of its adverse effect determination by providing the specified documentation, and the ACHP notified the Army in a letter dated June 6, 2013 that it had chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

**WHEREAS**, the Bowie County Historical Commission (Watts-Guillot) and the Potter County Historical Commission (Tharp) have been invited to participate and concur in this agreement; and

**Now, Therefore**, the Army and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the Undertaking, therefore satisfying the Army's Section 106, 110, and 111 responsibilities under the NHPA.

### **Stipulations**

The Army will ensure that the following measures are carried out:

#### **I. Mitigation**

- A. National Register of Historic Places Nomination. Prior to transfer from federal control, the Army shall complete separate federal agency nominations on Tharp and Watts-Guillot and submit them to the National Park Service. The Army shall incorporate any changes to the nominations requested by the Keeper of the National Register to ensure successful listing of the properties.
- B. Documentation. Within one year of signing this agreement, but ensuring that all necessary photography is taken prior to transfer, the Army shall separately document Tharp and Watts Gulliot.
  - a. The documentation shall consist of digital photography and a written narrative equivalent in scope and quality to the *Architectural Recordation of Desiderio Army Reserve Center, Pasadena, California* completed by the US Army Corps of Engineers, Fort Worth District, dated October, 2011.
  - b. The Army shall provide a draft of the documentation to the SHPO for review. The SHPO shall provide any comments within 30 days of receipt of the draft. The Army shall incorporate necessary changes prior to finalizing the documentation.
  - c. One electronic and one archival copy each of the final documentation shall be furnished to the SHPO and to a local repository in Amarillo and Texarkana. Electronic copies shall be made available to the public upon request.
- C. Marketing. Marketing materials for the properties shall reflect the proposed or actual National Register listing, include information on federal and state rehabilitation tax credit programs, and list the SHPO as a contact for additional information.



## **II. Anti-Deficiency Act**

Any obligation of the Army under this Agreement is subject to the availability of appropriated funds, and nothing in this Agreement shall be interpreted to require obligations or payments by the Army in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341. If compliance with the Anti-Deficiency Act alters or impairs the Army's ability to implement the provisions of this agreement, the Army will consult in accordance with the amendment and termination procedures found in this agreement.

## **III. Status Reports**

Until such time as properties have been transferred out of federal ownership in accordance with the terms of this agreement, the Army will provide an annual status report to the SHPO to review implementation of the terms of this agreement and to determine whether amendments are needed. If amendments are needed, the signatories to this agreement will consult, in accordance with Stipulation V. of this agreement, to make such revisions. The first status report will be submitted to the SHPO one year after the effective date of this agreement.

## **IV. Dispute Resolution**

A. Should the SHPO object within thirty (30) days to any plans or other documents provided by the Army for review pursuant to this agreement, or to any actions proposed or initiated by the Army pursuant to this agreement, the Army shall consult with the SHPO to resolve the objection. If the Army determines that the objection cannot be resolved, the Army shall forward all documentation relevant to the dispute to the ACHP. Within thirty (30) days after receipt of all pertinent documentation, the ACHP will either:

- (1) Provide the Army with recommendations, which the Army will take into account in reaching a final decision regarding the dispute; or
- (2) Notify the Army that it will comment pursuant to 36 C.F.R. §800.6(b)(2), and proceed to comment.

Any ACHP comment will be taken into account by the Army in accordance with 36 C.F.R. §800.6 or 800.7 with reference to the subject of the dispute.

B. Any recommendations or comment provided by the ACHP pursuant to Stipulation IV. A. above will pertain only to the subject of the dispute; the Army's responsibility to carry out all other actions under this agreement that are not the subject of the dispute will remain unchanged.

## **V. Amendments**

A. The Army or the SHPO, or both, may request that this MOA be revised, whereby the parties will consult to consider whether such revision is necessary.

B. If it is determined that revisions to this MOA are necessary, then the Army and the SHPO shall consult pursuant to 36CFR §800.6(c)(7), as appropriate, to make such revisions. This MOA may be amended when such an amendment is agreed to in writing by Army and SHPO. Concurring parties must comment on, or signify their acceptance of, the proposed changes to the MOA in writing within 30 days of their receipt. This amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP

## **VI. Termination of Agreement**

A. The Army or the SHPO, or both, may terminate this MOA by providing thirty (30) days written notice to the other signatory parties. During the period after notification and prior to termination the Army and the SHPO will consult to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the Army will comply with 36CFR §800.4 through 800.6 with regard to individual undertakings associated with this action.

## **VII. Execution and Duration of Agreement**

A. Execution and implementation of this MOA shall evidence that the Army has afforded the ACHP and the SHPO a reasonable opportunity to comment on the adverse effects at Tharp and Watts-Guillot, and that the Army has taken into account the effects of the Undertaking on these historic properties. Execution and compliance with this MOA fulfill the Army's NHPA Section 106 responsibilities regarding this action.

B. The parties agree that this agreement will become null and void five (5) years after the date of the last signature.

C. The effective date of this Memorandum of Agreement shall be the date of the last signature.

Signatory Parties:

**DEPARTMENT OF THE ARMY**

*Stewart R. Fearon* COL, EN STEWART R. FEARON

FOR.

**MITCHELL R. CHITWOOD**

Brigadier General, USAR

Deputy Commanding General

**TEXAS HISTORICAL COMMISSION**

*Mark Wolfe*

**Mark Wolfe**

Executive Director, Texas Historical Commission

12/13/13

(Date)

Concurring Parties:

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A.M. Adams, Chairman  
Bowie County Historical Commission

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Robert Forrester, Chairman  
Potter County Historical Commission



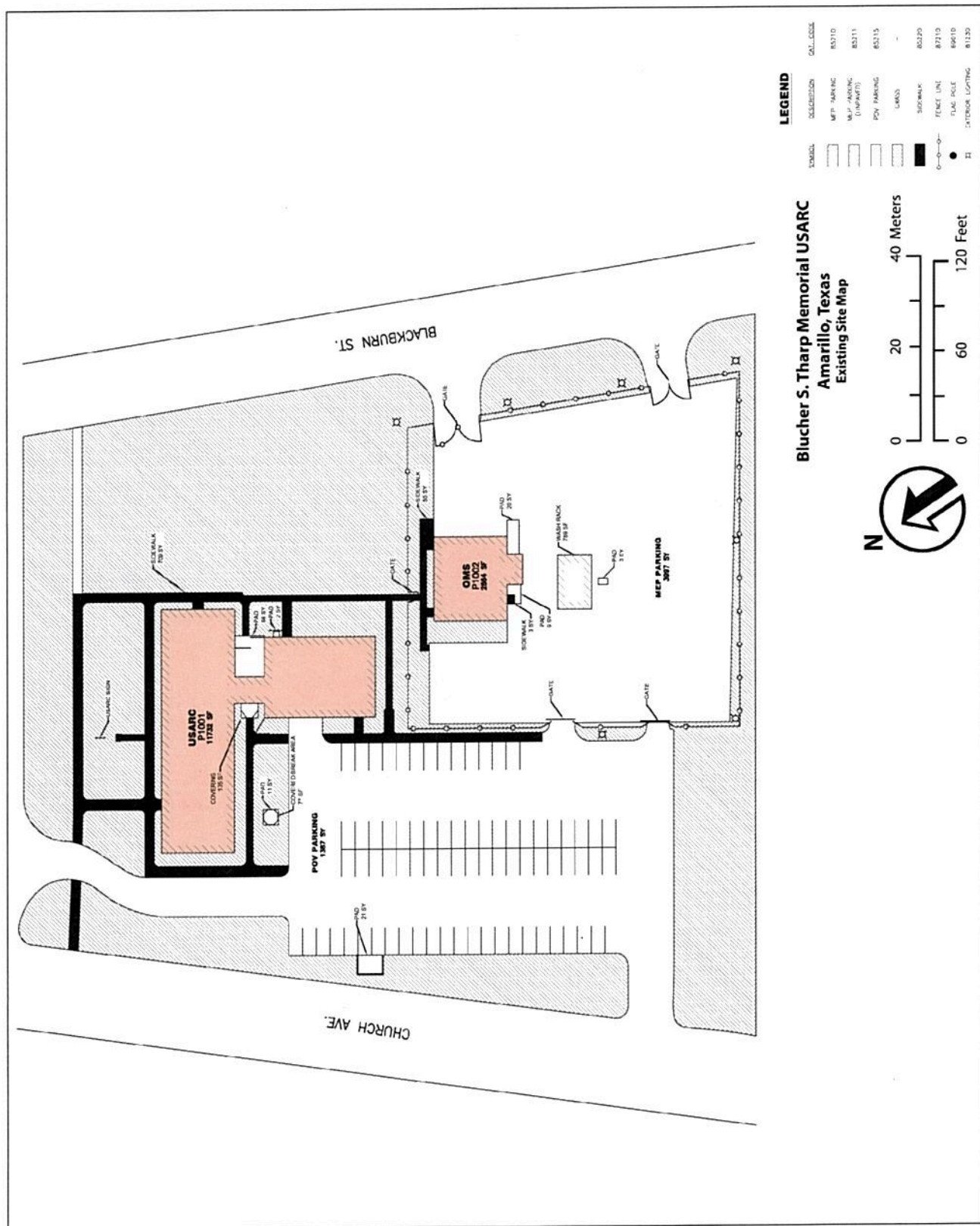


Figure 3.21 Schematic drawing of the Tharp Army Reserve Center in Amarillo.

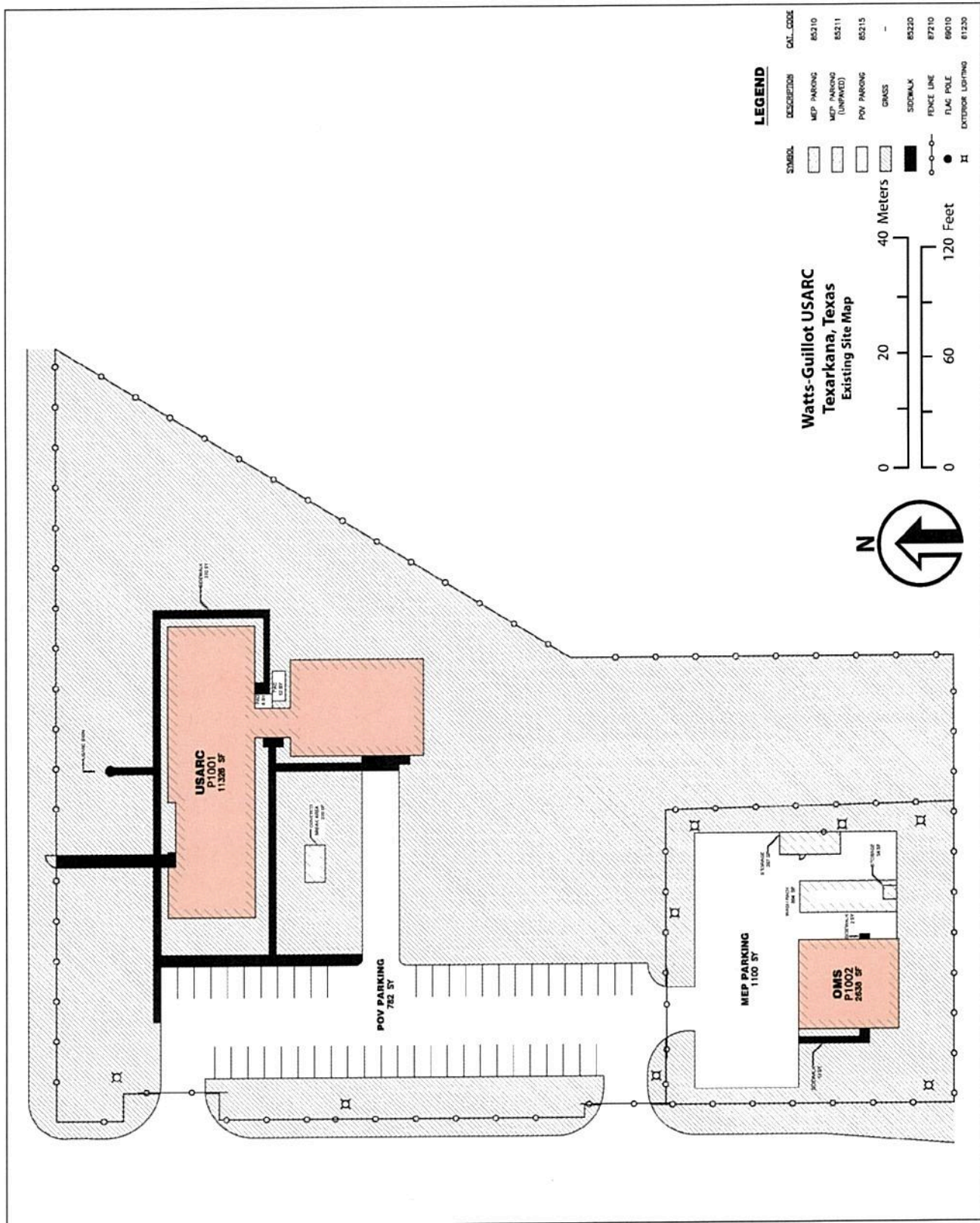


Figure 3.119 Schematic of the Watts-Guillot USAR Center.